

Reliable Lloyds Insurance Company

A Stock Insurance Company
 260 Interstate North Circle, SE
 Atlanta, GA 30339

Policy Number: PFS000431601

For questions or to report a claim please call 800-280-3309

01/24/2022

**PRIVATE RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY
 FLOOD INSURANCE POLICY DECLARATIONS PAGE**

RENEWAL DECLARATION *****
 EFFECTIVE 01/10/22
 SUPERSEDES ANY PREVIOUS DECLARATION
 BEARING THE SAME POLICY NUMBER FOR THIS
 PERIOD.

POLICY PERIOD:			AGENCY:	
EFFECTIVE DATE	EFFECTIVE TIME: 12:01 a.m. standard time at the insured property location	EXPIRATION DATE	RSG SPECIALTY LLC (CHICAGO) 180 N STETSON AVE STE 4600 CHICAGO, IL 60601	
01/10/2022		01/10/2023	Phone Number: 312-784-6001 AGENCY NO: 09J8001	
NAMED INSURED and Mailing Address: EMORY CHASE CONDO ASSN 510 COVENTRY RD DECATUR, GA 30030			INSURED PROPERTY LOCATION. The property covered by this Policy is at the described location unless otherwise stated: Per Schedule A	
RATING INFORMATION		Replacement Cost: Per Schedule A	Flood Risk Zone: Per Schedule A	
Pre/Post FIRM: Per Schedule A		Contents Location: Per Schedule A	Elevated Building: Per Schedule A	
Occupancy: Per Schedule A			Number of Units: Per Schedule A	
Basement/Enclosure: Per Schedule A				
COVERAGE LIMITS				PREMIUM
Coverage A-Building Property Limit of Liability: Per Schedule A				
Coverage B-Personal Property Limit of Liability: Per Schedule A				
Personal Property Special Limit of Liability: \$0				
Coverage D-Increased Cost of Compliance: \$30,000				
Coverage E-Riot Coverage Limit of Liability (Personal Property Only): \$5,000 Per Building				
Deductible Amounts: Building / Contents: Per Schedule A / Riot: \$500 Per Building				
			PREMIUM SUBTOTAL	\$90,408.40
Assessments, Surcharges, Taxes, Fees (if applicable):				
Surplus Lines Premium Tax: 4%				
			Total Amount	\$90,408.40
Forms and Endorsements which are made a part of this Policy at the time of issuance: PRCB0002P-1219, NT0196-0917 *, PRCB00SE20-0618, DF00965A-0421.				
Mortgagee 1 Name and address:		Mortgagee 2 Name and Address:		
Loan No.:		Loan No.:		
PAYOR: Insured				

This Policy meets the definition of private flood insurance contained in 42 U.S.C.4012a(b)(7) and the corresponding regulation.

This contract is registered and delivered as a surplus line coverage under the Surplus Lines Insurance Law, O.C.G.A. Chapter 33-5.

Voyager Indemnity Insurance Company

A Stock Insurance Company
 260 Interstate North Circle, SE
 Atlanta, Georgia 30339

Policy Number: PFS000431601

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PRIVATE RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY DECLARATION PAGE SCHEDULE A

Insured Property Location	Pre/Post FIRM	Replacement Cost	Flood Risk Zone	Occupancy	Contents Location	Elevated Building	Basement/Enclosure	Number of Units	Coverage A-Building Property Limit of Liability	Coverage B-Personal Property Limit of Liability	Building and Contents Deductible
510 COVENTRY RD, BLDG 1 DECATUR, GA 30030	Pre FIRM	\$563,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$563,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 2 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 3 DECATUR, GA 30030	Pre FIRM	\$563,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$563,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 4 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 5 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 6 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 7 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 8 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 9 DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 10, DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 11, DECATUR, GA, 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 12&13, DECATUR, GA 30030	Pre FIRM	\$1,255,000	AE	Other Residential	N/A	NO	w/ B/E/C	8	\$1,255,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 14&15, DECATUR, GA 30030	Pre FIRM	\$1,198,000	AE	Other Residential	N/A	NO	w/ B/E/C	8	\$1,198,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 16&17, DECATUR, GA 30030	Pre FIRM	\$994,000	AE	Other Residential	N/A	NO	w/ B/E/C	8	\$994,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 18, DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 19, DECATUR, GA 30030	Pre FIRM	\$497,000	AE	2-4 Family	N/A	NO	w/ B/E/C	4	\$497,000	\$0	\$25,000 / \$N/A
510 COVENTRY RD, BLDG 20, DECATUR, GA 30030	Pre FIRM	\$124,000	AE	Single Family	N/A	NO	w/ B/E/C	1	\$124,000	\$0	\$25,000 / \$N/A

Reliable Lloyds Insurance Company
A Stock Insurance Company
260 Interstate North Circle, SE, Atlanta, Georgia 30339 (800) 852-2244

PRIVATE RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY

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SECTION 1 – AGREEMENT

PLEASE READ THE **POLICY** CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS AND EXCLUSIONS

This **Policy** covers only a **residential condominium building** in a **regular program** community. If the community reverts to **emergency program** status during the **Policy** term and remains as an **emergency program** community at time of renewal, this **Policy** cannot be renewed.

This **Policy** meets the definition of private flood insurance contained in 42 U.S.C.4012a(b)(7) and the corresponding regulation.

Reliable Lloyds Insurance Company provides **flood** insurance under the terms of this agreement.

We will pay you for **direct physical loss by or from flood** to your insured property if you:

1. Have paid the correct premium;
2. Comply with all terms and conditions of this **Policy**; and
3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your **Policy** based on our review.

SECTION II - DEFINITIONS

A) In this **Policy**, "you" and "your" refer to the insured(s) shown on the **Declarations page** of this **Policy**. Insured(s) includes: Any mortgagee and loss payee named in the **Application and Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "We," "us," and "our" refer to the insurer. Some definitions are complex because they are provided as they appear in the law or regulation, or result from court cases. The precise definitions are intended to protect you.

- B) **Flood**, as used in this **flood** insurance **Policy**, means:
- 1) A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (one of which is **your** property) from:
 - a) Overflow of inland or tidal waters;
 - b) Unusual and rapid accumulation or runoff of surface waters from any source;
 - c) **Mudflow**
 - 2) Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels which result in a **flood** as defined in A.1.a above.
- C) The following are the other key definitions that we use in this **Policy**:
- 1) **Act**. The National Flood Insurance **Act** of 1968 and any amendments to it.
 - 2) **Actual Cash Value**. The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
 - 3) **Application**. The statement made and signed by you or your agent in applying for this **Policy**. The **application** gives information we use to determine the eligibility of the risk, the kind of **Policy** to be issued, and the correct premium payment. The **application** is part of this **flood** insurance **Policy**. For us to issue you a **Policy**, the correct premium payment must accompany the **application**.
 - 4) **Base Flood**. A **flood** having a one percent chance of being equaled or exceeded in any given year.
 - 5) **Basement**. Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
 - 6) **Building**.
 - a) A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
 - b) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
 - c) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and **building** ordinances or laws.

Building does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle, except as described in B.6.c., above.
 - 7) **Cancellation**. The ending of the insurance coverage provided by this **Policy** before the expiration date.
 - 8) **Condominium**. That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.
 - 9) **Condominium Association**. The entity, formed by the **unit** owners, responsible for the maintenance and operation of:
 - a) Common elements owned in undivided shares by **unit** owners; and
 - b) Other real property in which the **unit** owners have use rights; where membership in the entity is a required condition of **unit** ownership.
 - 10) **Declarations Page**. A printed summary of information you provided in the **application** for insurance. The **Declarations page** also describes the term of the **Policy**, limits of coverage, and displays the premium and our name. The **Declarations page** is a part of this **flood** insurance **Policy**.
 - 11) **Described Location**. The location where the insured **building**(s) or personal property is found. The **described location** is shown on the **Declarations page**.
 - 12) **Direct Physical Loss By or From Flood**. Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.
 - 13) **Elevated Building**. A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
 - 14) **Emergency Program**. The initial phase of a community's participation in the **National flood insurance program**. During this phase, only limited amounts of insurance are available under the **Act**.
 - 17) **Improvements**. Fixtures, alterations, installations, or additions comprising a part of the **residential condominium building**, including **improvements** in the units.
 - 18) **Mudflow**. A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.
 - 19) **National Flood Insurance Program (NFIP)**. The program of **flood** insurance coverage and floodplain management administered under the **Act** and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
 - 20) **Policy**. The entire written contract between you and us. It includes:
 - a) This printed form;
 - b) The **Application** and **Declarations page**;
 - c) Any endorsement(s) that may be issued; and
 - d) Any renewal certificate indicating that coverage has been instituted for a new **Policy** and new **Policy** term.

*Only one **building**, which you specifically described in the **application**, may be insured under this **Policy**.*

- 21) **Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
- 22) **Post-FIRM Building.** A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial **Flood Insurance Rate Map (FIRM)**, whichever is later.
- 24) **Regular Program.** The final phase of a community's participation in the **National flood insurance program**. In this phase, a **Flood Insurance Rate Map** is in effect and full limits of coverage are available under the **Act**.
- 25) **Residential Condominium Building.** A **building**, owned and administered as a **condominium**, containing one or more family units and in which at least 75% of the floor area is residential.
- 26) **Special Flood Hazard Area.** An area having special **flood** or **mudflow**, and/or **flood**-related erosion hazards, and shown on a **Flood Hazard Boundary Map** or **Flood Insurance Rate Map** as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.
- 27) **Unit.** A single-family **unit** in a **residential condominium building**.
- 28) **Valued Policy.** A **Policy** in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The **Private Residential Condominium association building Policy** is not a **valued Policy**.
- 29) **Letter of Map Revision (LOMR).** A **Letter of Map Revision (LOMR)** is the Federal Emergency Management Agencies (FEMA) modification to an effective Flood Insurance Rate Map, or Flood Boundary and Floodway Map, or both. **LOMRs** are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective **Base Flood Elevations**, or the **Special Flood Hazard Area**.
- 30) **Letter of Map Amendment (LOMA).** A **Letter of Map Amendment (LOMA)** is an official amendment, by letter, to an effective **National Flood Insurance Program** map. A **LOMA** establishes a property's location in relation to the **Special Flood Hazard Area**. **LOMAs** are usually issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the **base flood** elevation.
- 31) **Letter of Determination Review (LODR).** A **Letter of Determination Review (LODR)** is an option available to a property owner to appeal a lender's flood zone determination. The request can be made to FEMA, jointly by a lender and borrower within 45 days of the notice to the borrower the building is located within the **Special Flood Hazard Area** by the lender
- 32) **Private Residential Condominium Building Association Policy ("PRCBAP").** **Private Residential Condominium building Association Policy ("PRCBAP")** means this **Policy**.
- 33) **Riot.** **Riot** is defined as
 - a) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or
 - b) Any willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
 - c) Any act of any lawfully constituted Authority for the purpose of suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in II.3.b above or minimizing the consequences thereof;

SECTION III - PROPERTY COVERED

A) COVERAGE A - BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:

- 1) The **residential condominium building** described on the **Declarations page** at the **described location**, including all **units** within the **building** and the **improvements** within the **units**.
- 2) We also insure such **building** property for a period of 45 days at another location, as set forth in III.C.2.b, Property Removed to Safety.
- 3) Additions and extensions attached to and in contact with the **building** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.
- 4) The following fixtures, machinery and equipment, including its **units**, which are covered under Coverage A - **Building Property** only:
 - a) Awnings and canopies;
 - b) Blinds;
 - c) Carpet permanently installed over unfinished flooring;
 - d) Central air conditioners;
 - e) Elevator equipment;
 - f) Fire extinguishing apparatus;
 - g) Fire sprinkler systems;

- h) Walk-in freezers;
 - i) Furnaces;
 - j) Light fixtures;
 - k) Outdoor antennas and aerials fastened to **buildings**;
 - l) Permanently installed cupboards, bookcases, paneling, and wallpaper;
 - m) Pumps and machinery for operating pumps;
 - n) Ventilating equipment;
 - o) Wall mirrors, permanently installed; and
 - p) In the **units** within the **building**, installed:
 - i. Built-in dishwashers;
 - ii. Built-in microwave ovens;
 - iii. Garbage disposal units;
 - iv. Hot water heaters, including solar water heaters;
 - v. Kitchen cabinets;
 - vi. Plumbing fixtures;
 - vii. Radiators;
 - viii. Ranges;
 - ix. Refrigerators; and
 - x. Stoves.
- 5) Materials and supplies to be used for construction, alteration or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.
- 6) A **building** under construction, alteration or repair at the **described location**.
- a) If the structure is not yet walled or roofed as described in the definition for **building** (see II.B.6.a.), then coverage applies:
 - i. Only while such work is in progress; or
 - ii. If such work is halted, only for a period of up to 90 continuous days thereafter.
 - b) However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-elevated **building** or the lowest elevated floor of an **elevated building** is:
 - i. Below the **base flood** elevation in Zones AH, AE, A1-30, AR, AR/AE, AR/AH, AR/A1-30, AR/A, AR/AO; or
 - ii. Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zone VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/AO.
- 7) A manufactured home or a travel trailer as described in the Definitions Section (See II.B.6.b. and II.B.6.c.).
If the manufactured home is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:
- a) By over-the-top or frame ties to ground anchors; or
 - b) In accordance with the manufacturer's specifications; or
 - c) In compliance with the community's floodplain management requirements.
- 8) Items of property in a **building** enclosure below the lowest elevated floor of an elevated **post-FIRM building** located in zones A1-A30 , AE, AH, AR, AR/A , AR/AE, AR/AH , AR/A1-A30 , V1-V30 , or VE, or in a **basement**, regardless of the zone. Coverage is limited to the following:
- a) Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
 - i. Central air conditioners;
 - ii. Cisterns and the water in them;
 - iii. Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
 - iv. Electrical junction and circuit breaker boxes;
 - v. Electrical outlets and switches;
 - vi. Elevators, dumbwaiters ,and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
 - vii. Fuel tanks and the fuel in them;
 - viii. Furnaces and hot water heaters;
 - ix. Heat pumps;
 - x. Nonflammable insulation in a **basement**;
 - xi. Pumps and tanks used in solar energy systems;
 - xii. Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
 - xiii. Sump pumps;
 - xiv. Water softeners and the chemicals in them, water filters and faucets installed as an integral part of the plumbing system;
 - xv. Well water tanks and pumps;
 - xvi. Required utility connections for any item in this list; and

xvii. Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.

b) Clean-up.

B) COVERAGE B - PERSONAL PROPERTY

1) If you have purchased personal property coverage, **we** insure, subject to B.2. and B.3. below, against **direct physical loss by or from flood** to personal property that is inside the fully enclosed insured **building** and is:

a) Owned by the **unit** owners of the **condominium association** in common, meaning property in which each **unit** owner has an undivided ownership interest; or

b) Owned solely by the **condominium association** and used exclusively in the conduct of the business affairs of the **condominium association**.

We also insure such personal property for 45 days while stored at a temporary location, as set forth in **III.C.2.b**. Property Removed to Safety.

2) Coverage for personal property includes the following property, subject to B.1. above, which is covered under Coverage **B** - Personal Property only:

a) Air conditioning units-portable or window type;

b) Carpet, not permanently installed, over unfinished flooring;

c) Carpets over finished flooring;

d) Clothes washers and dryers;

e) "Cook-out" grills;

f) Food freezers, other than walk-in, and the food in any freezer;

g) Outdoor equipment and furniture stored inside the insured **building**;

h) Ovens and the like; and

i) Portable microwave ovens and portable dishwashers.

3) Coverage for items of property in a **building** enclosure below the lowest elevated floor of an elevated **post-frame building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

a) Air conditioning units-portable or window type;

b) Clothes washers and dryers; and

c) Food freezers, other than walk-in, and food in any freezer.

4) Special Limits. We will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:

a) Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;

b) Rare books or autographed items;

c) Jewelry, watches, precious and semi-precious stones, or articles of gold, silver, or platinum;

d) Furs or any article containing fur which represents its principal value.

5) We will pay only for the functional value of antiques.

C) COVERAGE C-OTHER COVERAGES

1) **Debris Removal**

a) We will pay the expense to remove non-owned debris that is on or in insured property and debris of insured property anywhere.

b) If you or members of your household perform the removal work, the value of your work will be based on the Federal minimum wage.

c) This coverage does not increase the Coverage **A - Building** Property or Coverage **B** - Personal Property limit of liability.

2) **Loss Avoidance Measures**

a) **Sandbags, Supplies, and Labor**

i) We will pay up to \$1,000 for the costs you incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:

a. Your reasonable expenses to buy:

1. Sandbags, including sand to fill them;

2. Fill for temporary levees;

3. Pumps; and

4. Plastic sheeting and lumber used in connection with these items; and

The value of work, at the Federal minimum wage, that you perform.

ii) This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:

a. A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or

b. A legally authorized official must issue an evacuation order or other civil order for the community in which the

insured **building** is located calling for measures to preserve life and property from the peril of **flood**. This coverage does not increase the Coverage **A - Building Property** or Coverage **B - Personal Property** limit of liability.

b) **Property Removed to Safety**

- i. We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**. Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.
- ii. If you move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, we will cover such property while at that location for a period of 45 consecutive days from the date **you** begin to move it there. The personal property that is moved must be placed in a fully enclosed **building**, or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in **II.6.b.** and **c.**, must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage **A - Building Property** or Coverage **B - Personal Property** limit of liability.

D) **COVERAGE D - INCREASED COST OF COMPLIANCE**

- 1) This **Policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

- a) Non-residential structures.
- b) Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR60.6 (b) or (c)]. -

2) **Limit of Liability.**

We will pay you up to \$30,000 under this Coverage **D - Increased Cost of Compliance**, which only applies to policies with **building** coverage (Coverage A). Our payment of claims under Coverage **D - Increased Cost of Compliance** is in addition to the amount of coverage which you selected on the **application** and which appears on the **Declarations page**. But the maximum **you** can collect under this **Policy** for both Coverage A- **Building Property** and Coverage **D - Increased Cost of Compliance** cannot exceed the maximum permitted under the **Act**. We do not charge a separate deductible for a claim under Coverage **D - Increased Cost of Compliance**.

3) **Eligibility.**

- a) **A structure covered under Coverage A-BuildingProperty sustaining a loss caused by a flood as defined by this Policy must:**

- i) Be a "repetitive loss structure". A "repetitive loss structure" is one that meets the following conditions
 - a. The structure is covered by a contract of **flood** insurance issued under the Policy
 - b. The structure has suffered **flood** damage on 2 occasions during a 10-year period, which ends on the date of the second loss.
 - c. The cost to repair the **flood** damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each **flood** loss.
 - d. In addition to the current claim, the **NFIP** or **PRCBAP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
- ii) Be a structure that has had **flood** damage in which the cost to repair equals or exceeds 50% of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

- b) This Coverage **D - Increased Cost of Compliance** pays **you** to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National flood insurance program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

i. **3.a.1 above**

- ii. Elevation or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood-damaged** structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a **flood-damaged** structure **must** comply with the higher advisory **base flood** elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood-damaged** structures to elevations derived solely by the community.
- iii. Elevation or floodproofing above the **base flood** elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the **base flood** elevation.

- c) Under the minimum NFIP criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage **D - Increased Cost of Compliance**.

- d) This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure

during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion D.5.g. below relating to **improvements**.

- e) This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.
- 4) **Conditions.**
- a) When a structure covered under Coverage A-**Building** Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage **D** - Increased Cost of Compliance will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. **Our** payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on- site utilities.
 - b) When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present **building** unless otherwise required by current floodplain management ordinances or laws.
- 5) **Exclusions.**
- Under this Coverage **D** - Increased Cost of Compliance, we will not pay for:
- a) The cost to comply with any floodplain management law or ordinance in communities participating in the **NFIP** Emergency Program.
 - b) The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
 - c) The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
 - d) The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
 - e) Any Increased Cost of Compliance under this Coverage **D** - Increased Cost of Compliance:
 - i) Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
 - ii) Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed two years.
 - f) Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
 - g) Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
 - h) Loss due to any ordinance or law that you were required to comply with before the current loss.
 - i) Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current **flood** loss to rebuild the property to an elevation below the **base flood** elevation.
 - j) Increased Cost of Compliance for a garage or carport.
 - k) Any structure insured under an **NFIP** Group **Flood** Insurance **Policy**.
 - l) Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a **flood** in compliance with State or local floodplain management ordinances or laws.
- 6) **Other Provisions.**
- a) Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the coinsurance requirement for replacement cost coverage under VIII. General Conditions, V. Loss Settlement.
 - b) All other conditions and provisions of this **Policy** apply.

E) COVERAGE E-RIOT COVERAGE

- 1) This **Policy** provides personal property coverage for items listed in E.3 against direct physical loss by or from Acts or series of Acts of **Riot** and to personal property that is inside the fully enclosed insured **building** and is owned solely by the **condominium association** and used exclusively in the conduct of the business affairs of the **condominium association**.
- 2) We will pay up to \$5,000 under this Coverage **E** – **Riot** Coverage subject to a deductible as specified in Section VI.B. Coverage provided under this section includes the only the following personal property
 - a) Air conditioning units – portable or window type;
 - b) Clothes washers and dryers
 - c) “Cook-out” grills
 - d) Food Freezers, other than walk-in, and the food in any freezer;
 - e) A sub-limit of \$2,500 per occurrence applies to one or more of the following items
 - i. Exercise equipment in **condominium** gym
 - ii. Television or computer station
 - iii. Outdoor pool furniture or patio furniture
 - iv. Golf Carts

- 3) This **Policy** does not cover the following:
- a) Loss or damage caused by condo **unit** owner or group or condo **unit** owners in the **condominium association**.
 - b) Loss or damage caused by or resulting from confiscation, requisition, detention or legal or illegal occupation of property insured or of any premises, vehicle or thing containing the same.
 - c) Loss or damage caused by or resulting from an act or incident which occurs or is committed whether directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, or seizure of power arising from a military conspiracy.
 - d) Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
 - e) Loss or damage directly or indirectly arising from or in consequence of the discharge of **pollutants** or contaminants, which **pollutants** and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
 - f) Loss or damage by chemical or biological release or exposure of any kind.
 - g) Loss or damage by attacks by electronic means (cyber) including computer hacking or the introduction of any form of computer virus.

SECTION IV - PROPERTY NOT COVERED

We do not cover any of the following:

- 1) Personal property not inside the fully enclosed **building**;
- 2) A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide, if constructed or substantially improved after September 30, 1982;
- 3) Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
- 4) Recreational vehicles other than travel trailers described in the Definitions Section (see II.B.6.c.) whether affixed to a permanent foundation or on wheels;
- 5) Self-propelled vehicles or machines, including their parts and equipment.
However, we do cover self-propelled vehicles or machines, provided they are not licensed for use on public roads and are:
 - a) Used mainly to service the **described location**, or
 - b) Designed and used to assist handicapped persons, while the vehicles or machines are inside a **building** at the **described location**;
- 6) Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
- 7) Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- 8) Underground structures and equipment, including wells, septic tanks, and septic systems;
- 9) Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured **building**;
- 10) Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
- 11) **Buildings** and all their contents if more than 49% of the **actual cash value** of the **building** is below ground, unless the lowest level is at or above the **base flood** elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient **building** techniques;
- 12) Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- 13) Aircraft or watercraft, or their furnishings and equipment;
- 14) Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
- 15) Property not eligible for **flood** insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these acts;
- 16) Personal property used in connection with any incidental commercial occupancy or use of the **building**.

SECTION V – EXCLUSIONS

- A) We only pay for **direct physical loss by or from flood**, which means that we do not pay you for:
- 1) Loss of revenue or profits;
 - 2) Loss of access to the insured property or **described location**;
 - 3) Loss of use of the insured property or **described location**;
 - 4) Loss from interruption of business or production;
 - 5) Any additional living expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;

- 6) The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that **we** describe in Coverage **D**--Increased Cost of Compliance; or
 - 7) Any other economic loss.
- B) We do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the time and date:
- 1) The **Policy** term begins; or
 - 2) Coverage is added at your request.
- C) We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that we do not cover are:
- 1) Earthquake;
 - 2) Landslide;
 - 3) Land subsidence;
 - 4) Sinkholes;
 - 5) Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
 - 6) Gradual erosion.

*We do, however pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under our definition of **flood** (see II.A.1.c and II.A.2.)*

- D) We do not insure for direct physical loss caused directly or indirectly by:
- 1) The pressure or weight of ice;
 - 2) Freezing or thawing;
 - 3) Rain, snow, sleet, hail, or water spray;
 - 4) Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a) Substantially confined to the insured **building**; or
 - b) That is within your control including, but not limited to:
 - i. Design, structural, or mechanical defects;
 - ii. Failures, stoppages, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - iii. Failure to inspect and maintain the property after a **flood** recedes;
 - 5) Water or water-borne material that:
 - a) Backs up through sewers or drains;
 - b) Discharges or overflows from a sump, sump pump, or related equipment; or
 - c) Seeps or leaks on or through insured property; unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer, drain, or sump pump discharge or overflow, or the seepage of water;
 - 6) The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;
 - 7) Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment situated on the **described location**;
 - 8) Theft, fire, explosion, wind, or windstorm;
 - 9) Anything you or your agents do or conspire to do to cause loss by **flood** deliberately; or
 - 10) Alteration of the insured property that significantly increases the risk of flooding.
- E) We do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under **flood** insurance issued under any Federal Government program. -
- F) We do not pay for the testing for or monitoring of **pollutants** unless required by law or ordinance.

SECTION VI – DEDUCTIBLES

- A) When a loss is covered under this **Policy**, we will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of insurance that applies. The deductible amount is shown on the **Declarations page**.

However, when a **building** under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed **building**.

- B) In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **Policy**. A deductible of \$500 will apply to coverage **E - Riot** Coverage.

- C) No deductible applies to:
 - 1) III.C.2. Loss Avoidance Measures; or
 - 2) III.D. Increased Cost of Compliance.

SECTION VII - COINSURANCE

- A) This Coinsurance Section applies only to coverage on the **building**.
- B) We will impose a penalty on loss payment unless the amount of insurance applicable to the damaged **building** is:
 - 1) At least 80% of its replacement cost; or
 - 2) The maximum amount of insurance available for the **building** under **NFIP**; or
 - 3) The maximum amount of insurance available for the **building** under **PRCBAP**, whichever is less.
- C) If the actual amount of insurance on the **building** is less than the required amount in accordance with the terms of **VII.B.** above, then loss payment is determined as follows (subject to all other relevant conditions in this **Policy**, including those pertaining to valuation, adjustment, settlement, and payment of loss):
 - 1) Divide the actual amount of insurance carried on the **building** by the required amount of insurance.
 - 2) Multiply the amount of loss, before application of the deductible, by the figure determined in **C.1.** above.
 - 3) Subtract the deductible from the figure determined in **C.2.** above.
 We will pay the amount determined in **C.3.** above, or the amount of insurance carried, whichever is less. The amount of insurance carried, if in excess of the applicable maximum amount of insurance available under the **Policy**, is reduced accordingly.

Examples

Example #1 (Inadequate Insurance)

Replacement Value of the **building** \$250,000
 Required amount of insurance (80% of RCV) \$200,000
 Actual amount of insurance carried \$180,000
 Amount of loss \$150,000
 Deductible \$500

Step 1: $180,000 / 200,000 = .90$ (90% of what should be carried)

Step 2: $150,000 \times .90 = 135,000$

Step 3: $135,000 - 500 = \$134,500$

We will pay no more than \$134,500. The remaining \$15,500 is not covered due to the coinsurance penalty (\$15,000) and application of deductible (\$500)

Example #2 (Adequate Insurance)

Replacement Value of the **building** \$500,000
 Required amount of insurance (80% of RCV) \$400,000
 Actual amount of insurance carried \$400,000
 Amount of loss \$200,000
 Deductible \$500

In this example there is no coinsurance penalty because the amount of insurance meets the requirement. We will pay no more than \$199,500. The loss amount (\$200,000) minus the deductible (\$500).

- D) In calculating the full replacement cost of a **building**:
 - 1) The replacement cost value of any covered **building** property will be included;
 - 2) The replacement cost value of any **building** property not covered under this **Policy** will not be included; and
 - 3) Only the replacement cost value of **improvements** installed by the **condominium association** will be included.

SECTION VIII - GENERAL CONDITIONS

A) PAIR AND SET CLAUSE

In case of loss to an article that is part of a pair or set, we will have the option of paying you:

- 1) An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; Or
- 2) An amount which represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

B) CONCEALMENT OR FRAUD AND POLICY VOIDANCE

- 1) With respect to all insureds under this **Policy**, this **Policy**:

- a) Is void,
 - b) Has no legal force or effect,
 - c) Cannot be renewed, and
 - d) Cannot be replaced by a new **Policy**, if, before or after a loss, **you** or any other insured or **your** agent have at any time:
 - (I) Intentionally concealed or misrepresented any material fact or circumstance,
 - (II) Engaged in fraudulent conduct, or
 - (III) Made false statements, relating to this **Policy** or any other **NFIP** or **PRCBAP** insurance.
 - 2) This **Policy** will be void as of the date the wrongful acts described in **B.1.** above were committed.
 - 3) Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.
 - 4) This **Policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **Policy** is void from its inception and has no legal force under the following conditions:
 - a) If the property is located in a community that was not participating in the **NFIP** on the **Policy's** inception date and did not join or re-enter the program during the **Policy** term and before the loss occurred; or
 - b) If the property listed on the **application** is not otherwise eligible for coverage under the **Policy**.
- C) OTHER INSURANCE
- 1) If a loss covered by this **Policy** is also covered by other insurance that includes **flood** coverage not issued under this **Policy**, we will not pay more than the amount of insurance that you are entitled to for lost, damaged or destroyed property insured under this **Policy** subject to the following:
 - a) We will pay only the proportion of the loss that the amount of insurance that applies under this **Policy** bears to the total amount of insurance covering the loss, unless **C.1.b.** or **c.** immediately below applies.
 - b) If the other **Policy** has a provision stating that it is excess insurance, this **Policy** will be primary.
 - c) This **Policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood Policy** (except another **Policy** as described in **C.1.b.** above). When the other deductible amount is reached, this **Policy** will participate in the same proportion that the amount of insurance under this **Policy** bears to the total amount of both policies, for the remainder of the loss.
 - 2) If there is a **flood** insurance **Policy** in the name of a **unit** owner that covers the same loss as this **Policy**, then this **Policy** will be primary.
- D) AMENDMENTS, WAIVERS, ASSIGNMENT
- This **Policy** cannot be changed nor can any of its provisions be waived without the express written consent of Reliable Lloyds Insurance Company. No action that we take under the terms of this **Policy** constitutes a waiver of any of **our** rights. **You** may assign this **Policy** in writing when you transfer title of your property to someone else except under these conditions:
- 1) When this **Policy** covers only personal property; or
 - 2) When this **Policy** covers a structure during the course of construction.
- E) CANCELLATION OF POLICY BY YOU
- 1.) You may cancel this **Policy** in accordance with the applicable rules and regulations of **the NFIP**.
 - 2.) If you cancel this **Policy**, you may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the **NFIP**.
- F) CANCELLATION OF POLICY BY US
- We may cancel this **Policy** for the reasons listed below by providing not less than forty-five (45) days advance written notice to both the insured and any mortgagee listed on the **Policy**.
- 1) When the insured has not paid the premium
 - 2) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the **Policy**.
 - 3) When the building risk characteristics have changed substantially since the **Policy** was issued.
- If we cancel this **Policy**, coverage provided for the **described location(s)** shall remain in force until the later of expiration, non-renewal or **cancellation** of coverage, provided **you** have paid the applicable premium.
- G) NON-RENEWAL OF THE POLICY BY US
- We may elect not to renew this **Policy**. We may do so by providing not less than forty-five (45) days advance written notice to both the insured and any mortgagee listed on the **Policy**.
- H) REDUCTION AND REFORMATION OF COVERAGE
- 1) If the premium we received from you was not enough to buy the kind and amount of coverage you requested, we will provide only the amount of coverage that can be purchased for the premium payment we received.

- 2) The **Policy** can be reformed to increase the amount of coverage resulting from the reduction described in **I.1.** above the amount that **you** requested as follows:
 - a) Discovery of Insufficient Premium or Incomplete Rating Information Before a Loss.
 - i. If we discover before you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to **us** a bill for the required additional premium for the current **Policy** term (or that portion of the current **Policy** term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **Policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current **Policy** term (or subsequent date of any endorsement changing the amount of coverage).
 - ii. If we determine before you have a **flood** loss that the rating information we have is incomplete and prevents us from calculating the additional premium, we will ask you to send the required information. You must submit the information within 60 days of our request. Once we determine the amount of additional premium for the current **Policy** term, we will follow the procedure in **I.2.a.(1)** above.
 - iii. If we do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.
 - b) Discovery of Insufficient Premium or Incomplete Rating Information After a Loss.
 - i. If we discover after you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, we will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior **Policy** terms. If you or the mortgagee or trustee, pay the additional premium within 30 days of the date of our bill, we will reform the **Policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior **Policy** term.
 - ii. If we discover after you have a **flood** loss that the rating information **we** have is incomplete and prevents **us** from calculating the additional premium, we will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior **Policy** terms, we will follow the procedure in **I.2.b.(1)** above.
 - iii. If we do not receive the additional premium by the date it is due, your **flood** insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.
- 3) However, if we find that you or your agent intentionally did not tell us, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition B. Concealment or Fraud and **Policy** Voidance above apply.

D) POLICY RENEWAL

- 1) This **Policy** will expire at 12:01 a.m. standard time on the last day of the **Policy** term.
- 2) We must receive the payment of the appropriate renewal premium within 30 days of the expiration date.
- 3) If we find, however, that we did not place your renewal notice into the U.S. Postal Service, or if we did mail it, we made a mistake, e.g., we used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then we will follow these procedures:
 - a) If you or your agent notified us, not later than 1 year after the date on which the payment of the renewal premium was due, of nonreceipt of a renewal notice before the due date for the renewal premium, and we determine that the circumstances in the preceding paragraph apply, we will mail a second bill providing a revised due date, which will be 30 days after the date on which the bill is mailed.
 - b) If we do not receive the premium requested in the second bill by the revised due date, then we will not renew the **Policy**. In that case, the **Policy** will remain as an expired **Policy** as of the expiration date shown on the **Declarations page**.
- 4) In connection with the renewal of this **Policy**, we may ask you during the **Policy** term to re-certify, on a Recertification Questionnaire that we will provide you, the rating information used to rate **your** most recent **application** for or renewal of insurance.

J) CONDITIONS SUSPENDING OR RESTRICTING INSURANCE

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

K) REQUIREMENTS IN CASE OF LOSS

- 1) In case of a loss to which this insurance may apply, you shall see that the following duties are performed:
 - a) Give immediate notice to us or your agent;
 - b) Protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures.
 - c) Permit us to examine the damaged property as often as we reasonably require;
 - d) Submit to signed statements and examinations under oath; and

- e) Submit to us, within 60 days after we request, your signed, sworn statement of loss which sets forth, to the best of your knowledge and belief:
 - i. the time and cause of loss;
 - ii. the interest of you and all others in the property involved and all encumbrances on the property;
 - iii. other insurance which may cover the loss;
 - iv. changes in title or occupancy of the property during the term of the **Policy**;
 - v. specifications of any damaged **building** and detailed estimates for repair of the damage.
- 2) Permit us to examine and make extracts and copies of:
 - a) Any policies of property insurance insuring **you** against loss and the deed establishing ownership of the insured real property;
 - b) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, rules and regulations, and other relevant documents if you are a **unit** owner in a **condominium building**; and
 - c) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
- 3) You must cooperate with the adjuster or representative in the investigation of the claim.
- 4) We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
 - a) Quantities and costs;
 - b) **Actual cash value** or replacement cost (whichever is appropriate);
 - c) Amounts of loss claimed;
 - d) Any written plans and specifications for repair of the damaged property that **you** can reasonably make available to **us**; and
 - e) Evidence that prior **flood** damage has been repaired.
- 5) If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:
 - a) Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
 - b) Take all or any part of the damaged property at the value we agree upon or its appraised value.
- 6) The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.

L) OUR OPTIONS AFTER A LOSS

Options **we** may, in **our** sole discretion, exercise after loss include the following:

- 1) At such reasonable times and places that **we** may designate, **you** must:
 - a) Show **us** or **our** representative the damaged property;
 - b) Submit to examination under oath, while not in the presence of another insured, and sign the same; and
 - c) Permit **us** to examine and make extracts and copies of:
 - i). Any policies of property insurance insuring **you** against loss;
 - ii). All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
- 2) **We** may request, in writing, that **you** furnish **us** with a complete inventory of the lost, damaged, or destroyed property, including:
 - a) Quantities and costs;
 - b) **Actual cash values** or replacement cost (whichever is appropriate);
 - c) Amounts of loss claimed;
 - d) Any written plans and specifications for repair of the damaged property that **you** can reasonably make available to **us**; and
 - e) Evidence that prior **flood** damage has been repaired.
- 3) If **we** give **you** written notice within 30 days after **we** receive **your** signed, sworn proof of loss, **we** may:
 - a) Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
 - b) Take all or any part of the damaged property at the value **we** agree upon or its appraised value.

M) NO BENEFIT TO BAILEE

No person or organization, other than **you**, having custody of covered property will benefit from this insurance.

N) LOSS PAYMENT

- 1) We will adjust all losses with you. We will pay you unless some other person or entity is named in the **Policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:
 - a) We reach an agreement with you;
 - b) There is an entry of a final judgment; or

- c) There is a filing of an appraisal award with us, as provided in **VIII.P.**
- 2) If we reject your proof of loss in whole or in part you may:
 - a) Accept such denial of your claim;
 - b) Exercise your rights under this **Policy**; or
 - c) File an amended proof of loss as long as it is filed within 60 days of the date of the loss.

O) ABANDONMENT

You may not abandon damaged or undamaged insured property to us.

P) SALVAGE

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under the **Policy** by the value of the salvage.

Q) APPRAISAL

If you and we fail to agree on the **actual cash value** or, if applicable, replacement cost of the damaged property so as to determine the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the State where the insured property is located. The appraisers will separately state the **actual cash value**, the replacement cost, and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss or if it applies the replacement cost and loss

Each party will:

- 1) Pay its own appraiser; and
- 2) Bear the other expenses of the appraisal and umpire equally.

R) MORTGAGE CLAUSE

The word "mortgagee" includes trustee.

Any loss payable under Coverage A-Building will be paid to any mortgagee, of whom **we** have actual notice, as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- 1) Notifies us of any change in the ownership or occupancy, or substantial change in risk, of which the mortgagee is aware;
- 2) Pays any premium due under this **Policy** on demand if you have neglected to pay the premium; and
- 3) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this **Policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**. If we decide to cancel or not renew this **Policy**, it will continue in effect for the benefit of the mortgagee only for forty-five (45) days after we notify the mortgagee of the **cancellation** or non-renewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

S) SUIT AGAINST US

You may not sue us to recover money under this **Policy** unless you have complied with all the requirements of the **Policy**. If you do sue, you must start the suit within 1 year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that you may have under this **Policy** and to any dispute that you may have arising out of the handling of any claim under the **Policy**.

T) SUBROGATION

Whenever we make a payment for a loss under this **Policy**, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first before you may keep any of that money.

U) CONTINUOUS LAKE FLOODING

- 1) If an insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building Policy** limits plus the deductible or the maximum payable under the **Policy** for any one **building** loss, **we** will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:
 - a) To make no further claim under this **Policy**;
 - b) Not to seek renewal of this **Policy**;

- c) Not to apply for any **flood** insurance with us under the **Act** for property at the **described location**; and
- d) Not to seek a premium refund for current or prior terms.

If the **Policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph **V.1.** will apply as long as the insured **building** suffers a covered loss before the **Policy** term ends.

- 2) If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph **V.1.** above or this paragraph **V.2.** (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **V.2.**, we will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days, subject to the following conditions:
 - a) Lake **flood** waters must damage or imminently threaten to damage **your building**.
 - b) Before approval of your claim, you must:
 - i. Agree to a claim payment that reflects your buying back the salvage on a negotiated basis; and
 - ii. Grant the conservation easement contained in FEMA's "Policy Guidance for Closed Basin Lakes," to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable **buildings** under the **Policy** and are insured under the **Policy**, they will not be eligible for the benefits of this paragraph **V.2.** If a U.S. Army Corps of Engineers certified **flood** control project or otherwise certified **flood** control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and
 - iii. Comply with paragraphs **V.1.a.** through **V.1.d.** above.
 - c) Within 90 days of approval of your claim, you must move your **building** to a new location outside the ASC. Reliable Lloyds Insurance Company will give you an additional 30 days to move if you show there is sufficient reason to extend the time.
 - d) Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator for the new location of your **building**.
 - e) Before the approval of your claim, the community having jurisdiction over your **building** must:
 - i. Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified in the easement required in paragraph **V.2.b.** above;
 - ii. Agree to declare and report any violations of this ordinance to FEMA and Reliable Lloyds Insurance Company so that under Sec. 1316 of the **National Flood Insurance Act** of 1968, as amended, **flood** insurance to the **building** can be denied; and
 - iii. Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of paragraph **V.2.b.** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed-restricted, consistent with the provisions of paragraph **V.2.b.** above.
 - f) Before the approval of your claim, the affected State must take all action set forth in FEMA's "**Policy** Guidance for Closed Basin Lakes."
 - g) You must have **NFIP** and/or **PRCBAP flood** insurance coverage continuously in effect from a date established by FEMA until you file a claim under this paragraph **V.2.** If a subsequent owner buys **NFIP** and/or **PRCBAP** insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60-day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph **V.2.**, we will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.
 - h) This paragraph **V.2.** will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:
 - i. Confirmation that the community and the State are in compliance with the conditions in paragraphs **V.2.e.** and **V.2.f.** above, and
 - ii. The date by which you must have **flood** insurance in effect.

V) **DUPLICATE POLICIES NOT ALLOWED**

- 1) We will not insure your property under more than one **PRCBAP Policy**.
If we find that the duplication was not knowingly created, we will give you written notice. The notice will advise you that you

may choose one of several options under the following procedures:

- a) If you choose to keep in effect the **Policy** with the earlier effective date, **you** may also choose to add the coverage limits of the later **Policy** to the limits of the earlier **Policy**. The change will become effective as of the effective date of the later **Policy**.
- b) If you choose to keep in effect the **Policy** with the later effective date, you may also choose to add the coverage limits of the earlier **Policy** to the limits of the later **Policy**. The change will be effective as of the effective date of the later **Policy**.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the **Private Residential Condominium Building Association Policy** or your insurable interest, whichever is less. We will make a refund to you, according to applicable **cancellation** rules, of the premium for the **Policy** not being kept in effect.

- 2) The insured's option under this Condition Duplicate Policies Not Allowed to elect which **PRCBAP Policy** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier **Policy**. The **Policy** with the later effective date must be canceled.

W) LOSS SETTLEMENT

This **Policy** provides three methods of settling losses: Replacement Cost, Special Loss Settlement, and **Actual Cash Value**. Each method is used for a different type of property, as explained below.

Replacement Cost Loss Settlement described in **X.1.** below applies to **buildings** other than manufactured homes or travel trailers. Special Loss Settlement described in **X.2.** below applies to a **residential condominium building** that is a travel trailer or a manufactured home.

Actual cash value loss settlement applies to all other property covered under this **Policy**, as outlined in **X.3.** below.

1) Replacement Cost Loss Settlement

- a) We will pay to repair or replace a damaged or destroyed **building**, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - i. The amount of insurance in this **Policy** that applies to the **building**;
 - ii. The replacement cost of that part of the **building** damaged, with materials of like kind and quality, and for like occupancy and use; or
 - iii. The necessary amount actually spent to repair or replace the damaged part of the **building** for like occupancy and use.
- b) We will not be liable for any loss on a Replacement Cost Coverage basis unless and until actual repair or replacement of the damaged **building** or parts thereof, is completed.
- c) If a **building** is rebuilt at a location other than the **described location**, we will pay no more than it would have cost to repair or rebuild at the **described location**, subject to all other terms of Replacement Cost Loss Settlement.

2) Special Loss Settlement

- a) The following loss settlement conditions apply to a **residential condominium building** that is: (1) a manufactured home or a travel trailer, as defined in **II.B.6.b.** and **c.**, and (2) at least 16 feet wide when fully assembled and has at least 600 square feet within its perimeter walls when fully assembled.
- b) If such a **building** is totally destroyed or damaged to such an extent that, in our judgment, it is not economically feasible to repair, at least to its pre-damaged condition, we will, at our discretion, pay the least of the following amounts:
 - i. The lesser of the replacement cost of the manufactured home or travel trailer or 1.5 times the **actual cash value**;
 - or
 - ii. The **Building** Limit of liability shown on your **Declarations page**.
- c) If such a manufactured home or travel trailer is partially damaged and, in our judgment, it is economically feasible to repair it to its pre-damaged condition, we will settle the loss according to the Replacement Cost Loss Settlement conditions in **X.1.** above.

3) Actual Cash Value Loss Settlement

- a) The types of property noted below are subject to **actual cash value** loss settlement:
 - i. Personal property;
 - ii. Insured property abandoned after a loss and that remains as debris at the **described location**;
 - iii. Outside antennas and aerials, awnings, and other outdoor equipment;
 - iv. Carpeting and pads;
 - v. Appliances; and
 - vi. Manufactured home or mobile home or a travel trailer as defined in **II.B.6.b.** or **II.B.6.c.** that does not meet the conditions for Special Loss Settlement in **X.2.** above.
- b) We will pay the least of the following amounts:
 - i. The applicable amount of insurance under this **Policy**;
 - ii. The **actual cash value** (as defined in **II.B.2.**); or
 - iii. The amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss.

X) POLICY PERIOD, AND TERRITORY

1. Policy Term. 12 months maximum.
2. Territory. PRCBAP Policy is available in the United States, excluding the States of Louisiana, Alaska and territories of Guam and the Virgin Islands.

Y) CONFORMITY TO STATUTES

Terms of this **Policy** that are in conflict with the statutes of the State where this **Policy** is issued are hereby amended to conform to such statutes.

Z) PRIMARY INSURANCE

The insurance afforded by the **Policy** described on the **declarations page** will be maintained for the full term of this insurance. As the policy expires, **you** will renew it at limits equal to or greater than the expiring limits.

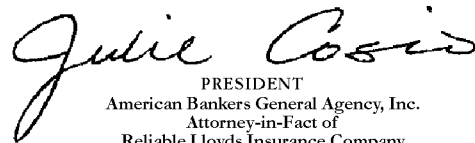
SECTION IX - LIBERALIZATION CLAUSE

If we make a change that broadens your coverage under this edition of our **Policy** but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days before or during the **Policy** term stated on the **Declarations page**.

In Witness Whereof, we have caused this **Policy** to be signed by **our** President and Secretary, but it shall not be valid unless countersigned on the **declarations page** by **our** authorized representative (where required by state law).



SECRETARY
American Bankers General Agency, Inc.
Attorney-in-Fact of
Reliable Lloyds Insurance Company



PRESIDENT
American Bankers General Agency, Inc.
Attorney-in-Fact of
Reliable Lloyds Insurance Company

Reliable Lloyds Insurance Company

A Stock Insurance Company
260 Interstate North Circle, SE, Atlanta, Georgia 30339 (800) 852-2244

SERVICE OF PROCESS

It is agreed that in the event of the failure of the Reliable Lloyds Insurance Company hereon to pay an amount claimed to be due hereunder, the Reliable Lloyds Insurance Company, at the request of the insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. However, nothing in this endorsement constitutes or should be understood to constitute a waiver of Reliable Lloyds Insurance Company's rights to commence an action in any other court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that Service of Suit may be made upon Richard Fortwengler, agent for service of process for Reliable Lloyds Insurance Company, 260 Interstate North Circle, Atlanta, GA 30339 and that in any suit instituted against it upon this contract, Reliable Lloyds Insurance Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. Richard Fortwengler, as agent for service of process, is authorized and directed to accept Service of Suit on behalf of the Reliable Lloyds Insurance Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provisions therefore, the Reliable Lloyds Insurance Company hereby designates the Superintendent, Commissioner, or Director of Insurance or any other officer specified for the purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named person to whom said officer is authorized to mail such process or true copy thereof.

All other terms, conditions, and agreements shall remain the same.

Voyager Indemnity Insurance Company

A Stock Insurance Company
260 Interstate North Circle, SE, Atlanta, Georgia 30339 (800) 852-2244

PRIVATE RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Section II – Definitions

Item II.C.18 is amended to read:

18) **Policy.** The entire written contract between **you** and **us**. It includes:

- a) This printed form;
 - b) The **Application** and **Declarations Page**;
 - c) Any endorsement(s) that may be issued; and
 - d) Any renewal certificate indicating that coverage has been instituted for a new **policy** and new **policy** term.
- Building(s)** as listed on the **declaration page** may be insured under this **Policy**.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



ASSURANT®

Privacy Notice

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you. Assurant companies and other insurers that operate under this Privacy Notice (“We”) provide various insurance products, including pre-funded funeral insurance, mobile insurance, credit insurance, and membership products. Our products may be sold directly to individuals, sold through our agents or offered on behalf of other companies. These other companies may be banks, finance companies, retailers, utilities, automobile dealers, manufactured housing, mortgage companies or funeral homes.

Pursuant to the United States Gramm-Leach Bliley Act, companies that qualify as financial institutions must provide their customers with a Privacy Notice on an annual basis. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. **This is not a solicitation.** You do not need to respond.

This Privacy Notice gives you examples of the types of data we lawfully collect, use, share or disclose; and the kinds of companies with whom we may lawfully share such data. These examples serve only as illustrations; they should not be considered all of the data we may lawfully collect, use or share. Below is our privacy pledge to you:

Our Privacy Principles:

- We do not sell your personal information.
- We do not share your personal information with anyone outside the Assurant family of affiliated companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes unless there is a valid joint marketing agreement.
- We will not collect, use, share or disclose any of your information if prohibited by law.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

Information We May Collect

The level of information we may collect varies depending upon the type of services and products we offer you. Here are some examples of the types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name, address, social security number, telephone number, employer and income.
- From your transactions with our companies or other non-affiliated parties; for example: your name, address, telephone number, age, credit card use, insurance coverage, transaction history, claims history and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness. However, we will not use your credit score, credit report or any other credit-related information in jurisdictions where it is prohibited by law.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected only if we need to find out if you are eligible for coverage, process claims or prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data only to manage a health-related product or service; for example: life or disability insurance, for which you applied, or as otherwise permitted by law.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract and claim information.
- From your visits to our internet websites; for example: session number and user ID. By reviewing our Online Privacy Policy along with the Legal Notice, Terms of Use, Site Agreement or similarly named link appearing on any of our websites, you may learn of any “cookies” utilized by us and of any additional information that may be collected from you on that site.

Information We May Disclose or Share and With Whom

We may lawfully share customer information with other entities as needed to deliver products and services to you, provide customer service or handle your account.

Disclosures Permitted by Law

We share customer information as described above and as permitted by law.

Disclosures for Joint Marketing and Servicing

We may lawfully share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

Information Regarding Former Customers

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

Our Security Procedures

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

Changes to This Privacy Notice

We reserve the right to change this Privacy Notice at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our internet websites.

The following companies underwrite or market services under the Assurant service mark and adhere to this Privacy Notice. We value our relationship with you. Should you have any questions about our Privacy Notice, please write to us at The Assurant Privacy Office, 260 Interstate N Circle SE, Atlanta, Georgia 30339.

Affiliates:

American Bankers Insurance Company of Florida
American Bankers Life Assurance Company of Florida
American Memorial Life Insurance Company
American Security Insurance Company
Caribbean American Life Assurance Company
Caribbean American Property Insurance Company
Consumer Program Administrators, Inc. (CPI)
Dealers Performance, Inc. (DPI)
John Alden Life Insurance Company

National Product Care Company (NPCC)
Reliable Lloyds Insurance Company
Service Plan, Inc. (SPI)
Standard Guaranty Insurance Company
Union Security Insurance Company
Union Security Life Insurance Company of New York
Voyager Indemnity Insurance Company
Virginia Surety Company, Inc. (VSC)